

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 01-Dec-2005		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651		CODE W912P8		7. ADMINISTERED BY (If other than item 6) USACE, CONTRACTING DIVISION P. O. BOX 60267 NEW ORLEANS LA 70160-0267		CODE W912P8	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912P8-06-R-0061	
				X		9B. DATED (SEE ITEM 11) 30-Nov-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above solicitation for Indefinite Delivery - Indefinite Quantity Emergency Contract for Earthen Clay Material to Restore Hurricane Protection Levees, Task Force Guardian, St. Bernard Parish, Louisiana is hereby amended as follows: 1. Contract specifications: Delete section 02332 and substitute revised section 02332. (see attached) 2. Delete paragraph 15 of Section H, SPECIAL CONTRACT REQUIREMENTS" and substitute the following: (see attached) 3. Delete section 00130 and substitute revised section 00130. (see attached) PROPOSAL DUE DATE AND TIME HAS NOT BEEN CHANGED							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 01-Dec-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CONTINUATION PAGE

SECTION H

“15. WEEKENDS, HOLIDAYS AND NIGHTS

The contractor shall work weekends, holidays, and nights as required to meet the delivery requirements for each task order.”

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SECTION 02332
CONTRACTOR SOURCES FOR SUPPLYING EARTHEN CLAY MATERIALS

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, except as otherwise specified in Section 02318, "EARTHEN CLAY MATERIAL," and performing all operations to supply earthen clay material on a timely basis to designated areas.

1.2 REFERENCES

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
STANDARD

D 2216	(1998) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
D 2487	(2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
D 3017	(1996) Water Content of Soil and Rock in-Place by Nuclear Methods
D 4318	(2000) Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils
D 4643	(2000) Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Method
E 329	(2005) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

U.S. ARMY CORPS OF ENGINEERS ENGINEER MANUAL.

EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety and Health Manual

1.3 MEASUREMENT

1.3.1 Barge Delivery

If delivery is made by barge, volume shall be determined by on-deck measurement. In the event that material is piled in such form as to make on-deck measurement impracticable or unduly difficult, the Contractor shall reshape the load as directed by the Contracting Officer into suitable form before measurement. If the material is not put in final placement directly from the barge, on-deck measurement will not be made. When materials are stockpiled and/or vehicle loaded prior to final placement, measurement will be made in accordance with paragraph 1.3.2 "Vehicle Delivery."

1.3.2 Vehicle Delivery

If delivery is made by vehicle, measurement will be made by the cubic yard in approved vehicles at the site of the work. Allowance will not be made for wastage or shrinkage during transportation from car or other point of loading. The Government will inspect each load and check its yardage. Approved vehicles for this purpose may be of any type acceptable to the Contracting Officer. The body shall be such shape that the actual delivered contents may be readily and accurately determined and will remain constant. Unless all approved vehicles for the work are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its approved capacity. The Government may reject all loads hauled in non-approved vehicles.

1.3.3 Unit of Measure.

Cubic yard, CY

1.4 PAYMENT

Payment for earthen clay material will be made at the applicable contract unit price for "EARTHEN CLAY MATERIAL DELIVERED TO DELIVERY AREA #1" or "EARTHEN CLAY MATERIAL DELIVERED TO DELIVERY AREA #2" as applicable. Price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor for supplying and delivering earthen clay material; and all other operations incidental thereto.

1.5 QUALITY CONTROL

1.5.1 General

The Contractor shall establish and maintain quality control for his operations to assure compliance with contract requirements, and maintain records of his/her quality control for all construction operations including but not limited to the following:

- (1) Equipment. Type, size, and suitability for construction of the prescribed work.

(2) Materials. Suitability, layout, maintaining existing drainage, moisture control.

(3) Moisture Control. Soil classification and moisture content determination to conform to limits as specified in paragraph 1.6.3. For each sample submitted to a laboratory for testing, a duplicate sample suitably sealed in an airtight container, shall be submitted to the Contracting Officer's representative.

(4) Contractor Testing. The Contractor shall perform all control testing such as soil classification and moisture content. The Contractor shall perform as a minimum, the specified number of each of the tests to demonstrate to the satisfaction of the Contracting Officer that the specifications are in compliance.

1. Soil Classification Tests. Determination of soil classification shall be in accordance with the Unified Soil Classification System. The Contractor shall perform a minimum of one test for every 3,000 cubic yards as measured for payment and when visual inspection indicates a change in materials.

2. Moisture Content Tests. Moisture content tests shall be taken to assure compliance with requirements for fill placement within the design sections as specified in paragraph 1.6.3. Determination of moisture content shall be performed in accordance with ASTM D 2216, ASTM 3017 or ASTM D 4643.

1.5.2 Reporting

The original and two copies of these records of inspections and tests, as well as the records of corrective action taken, shall be furnished the Government daily.

1.6 EARTHEN CLAY MATERIAL

1.6.1 Earthen Clay Materials

The earthen clay material shall be naturally occurring or contractor blended. Soil that is classified in accordance with ASTM D2487 and the Unified Soil Classification System as CH and CL is suitable. Soil classified as ML shall be suitably blended with CH or CL to formulate a material that classifies as a CL as per ASTM D2487. Soil must be free from masses of organic matter, sticks, branches, roots, and other debris, including hazardous and regulated solid wastes. As earth from a commercial source or contractor earthen clay material may contain excessive amounts of wood, isolated pieces of wood will not be considered objectionable in the embankment provided their length does not exceed 1 foot, their cross-sectional area is less than 4 square inches, and they are distributed throughout the fill. Not more than 1 percent (by volume) of objectionable material shall be contained in the earth material placed in each cubic yard of the levee section. Pockets and/or zones of wood shall not be acceptable.

The Contractor shall notify the Contracting Officer whenever the Plasticity Index, PI, of the material is less than 7. Material with a Plasticity Index, PI, of less than 5 shall not be used in the embankment.

1.6.2 Frozen Materials

Under no circumstances shall frozen earth, snow, or ice be placed in transportation vehicles.

1.6.3 Moisture Control

The Contractor shall control the moisture content of the earthen clay material. Clay material delivered shall have a moisture content ranging between the following limits:

<u>Type of Material</u>	Moisture Content (In percent dry weight)	
	<u>Maximum</u>	<u>MINIMUM</u>
ML	26	15
CL	28	18
CH	40	20

The Contractor shall perform a minimum of one moisture content test for every 3,000 cubic yards as measured for payment. The Contractor shall perform the necessary work in moisture control to bring the material within the moisture content ranges specified above. The material shall be processed to within the specified maximum moisture content before it is loaded for transport. In addition, soil classified as ML shall be suitably blended with CH or CL to formulate a material that classifies as a CL before it is loaded for transport. No additional payment will be made for any moisture control or moisture control testing required in this subparagraph.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 ACCESS ROADS

3.1.1 Watering

The Contractor shall water down the access roads that are within the construction easement area as necessary to keep dust from being blown or drifting into the adjacent areas. The Contractor shall be responsible for providing a minimum 500-

gallon capacity water truck designed to apply water uniformly in controlled quantities over variable widths of surface to control dust during construction.

3.1.2 Speed

Except in an emergency, all vehicles operating within the delivery areas and/or construction easement areas shall not exceed 15 mph.

3.2 DELIVERY OF CLAY MATERIAL

Delivery areas are shown on the attached drawing. The contractor shall deliver clay materials to locations within the delivery areas as designated by the Government in each task order. The contractor shall coordinate unloading operations to assist other Government forces in stockpiling clay material at the delivery points. The contractor shall provide all necessary equipment and labor to manage stockpiled material at the delivery points. The contractor's quality control operations shall assure material is delivered at the delivery points at the proper moisture content. The contractor will make every effort to coordinate operations to make optimum use of a delivery site. The contractor will assure material is not dumped haphazardly.

3.3 EARTHEN CLAY MATERIAL SOURCES LOCATED WITHIN A DELIVERY AREA

(1) Should the contractor propose a borrow source (commercial site or earthen clay material) within the delivery area, it shall be not be considered as "delivered." The contractor must excavate, process and deliver the clay material to Government designated locations required by each task order issued, regardless of where the contractor's source is located.

(2) Should the contractor's borrow source location be such that the Government can take direct delivery from the location, the contractor must excavate, process and provide access to Government vehicles in and out of the contractor's site. The Contractor shall be responsible for all costs of managing, maintaining and providing adequate access roads, loading areas, etc. at the site for Government vehicles and equipment.

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SECTION 00130-PROPOSAL EVALUATION CRITERIA

1.1 SCOPE

This is a Request for Proposal (RFP). Proposals will be evaluated by a Source Selection Evaluation Board (SSEB) comprised of representatives of the Corps of Engineers. Award will be made to that offeror, determined by the Government, who can accomplish the requirements set forth in the RFP in a timely manner most advantageous to the Government considering both cost and non-cost factors. The Government reserves the right to award this contract to other than the lowest price offeror after consideration of all factors.

1.2 SOURCE SELECTION USING THE TRADE-OFF PROCESS

The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between price and technical merit/quality and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

1.3 RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS

All non-cost (i.e., technical) evaluation factors are more significant than price. The Government is concerned with striking the most advantageous balance between Technical Merit (i.e., quality) and cost to the Government (i.e., price). Where competing technical proposals are determined to be substantially equal price could become the controlling factor.

1.4. TECHNICAL/QUALITY EVALUATION

The Government will evaluate each of the non-cost factors and rate the proposals. Non-cost factors are not all equal in importance. The following terminology is used to describe the relative importance of each non-cost factor:

- (1) MORE SIGNIFICANT. This factor is of greater value than other factors. It is approximately twice as much as the next valued factor.
- (2) LESS SIGNIFICANT. This factor is approximately one-half (1/2) the value of the factor rated ahead of it.
- (3) COMPARATIVELY EQUAL. The value is nearly the same as another factor; any difference is slight and unimportant.

1.5 EVALUATION FACTORS

1.5.1 NON-COST FACTORS

The non-cost factors are listed in descending order of relative importance. Factors 1, 2 and 3 are comparatively equal and are more significant when compared to factor 4.

1.5.1.1 Factor 1 - Quality of Earthen Clay Materials Offered.

Offerors will be evaluated on the quality of clay materials offered using the evidence provided by the offeror and other sources for the prime and all subcontractors. The Government reserves the right to check any or all cited references to verify supplied information.

1.5.1.2 Factor 2 - Availability, Timeliness and Delivery Capability.

The offeror shall provide plans and methodology to be used in accomplishing the delivery of earthen clay materials to include a detailed delivery capability plan (e.g., the type and quantity of labor and equipment that will be used and its availability and capability, etc.).

The contractor shall state in his proposal:

1) His maximum time for initial deliveries of clay materials to each delivery area upon receipt of a task order.

2) His sustained delivery rate per day (cubic yards per day).

3) Environmental Clearances. A critical part of the availability factor is meeting the criteria for environmental clearances of borrow areas as specified in section 02318.

1.5.1.3 Factor 3 - Past Performance.

Offerors will be evaluated on the quality of similar work performed in the last TEN (10) YEARS using the evidence provided by the offeror and other sources for the prime and all subcontractors. Projects that are similar in scope, complexity and magnitude will provide better proof of the Offeror's capabilities. The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction. The Government may also use other tools to gather information regarding an Offeror's qualifications and past performance. The offeror should provide information on any problems encountered on the identified contracts and the corrective actions taken. Offerors with no relevant performance history will receive a neutral rating in this factor.

1.5.1.4 Factor 4 - Small/Small Disadvantage Participation.

1.5.2 COST FACTOR

Factor 5 - Price.

1.6 RFP SUBMITTALS

1.6.1 Proposal Submission.

Offeror's submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the Offeror's ability to provide quality earthen clay materials on-time to meet the Government's demands to successfully complete levee restoration work.

1.6.2 Environmental Requirements

Offerors shall submit the environmental compliance documentation required in section 02318 as part of their proposals. The Government will review this documentation during evaluation of the contractor proposals. The Government reserves the right to reject any and all proposals which include borrow sources that have not received all required permits and clearances.